

City of Kirkland

Request for Proposal

Email and Document Archiving and Data Protection

Job Number 22-12-IT

Issue Date: April 30th 2012

Due Date: 4 p.m. (PDT), May 31st, 2012

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Email and Document Archiving and Data Protection

Job Number 22-12-IT

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4 PM, May 31st, 2012 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from the City's web site at <http://www.kirklandwa.gov/> (Click on City Purchasing) or by contacting the RFP Coordinator, Brenda Cooper at bcooper@kirklandwa.gov.

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with the City of Kirkland equal opportunity requirements. The City of Kirkland is committed to a program of equal employment opportunity regardless of race, color, creed, sex, sexual orientation, age, nationality or disability.

Dated this day of 30th Day of April, 2012.

Barry L. Scott, C.P.M.
Purchasing Agent

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Chapter I: General RFP Information

Chapter I: General RFP Information

OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals from vendors qualified to recommend and assist in the implementation of email archiving. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience in implementing email archiving solutions in local government agencies of similar size to Kirkland, and in larger agencies.

BACKGROUND

THE CITY OF KIRKLAND

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the fourteenth largest in the State of Washington. Our population is 80,836. A full [community profile](#) can be found on our website.

KIRKLAND COMPUTING/NETWORK/TELEPHONY ENVIRONMENT

The City of Kirkland has approximately 497 full time employees, 126 part time employees, 520 PCs and 75 servers. City employees are located at four primary locations, all connected by fiber. There are nine other locations which house City employees. Voice and data needs for these sites are served by a combination of fiber, frame relay, and leased lines.

The City's standard network operating system is Windows Server 2003/2008 and the standard desktop operating system is Windows XP. We will be upgrading to Windows 7 in 2012. The data backbone is a mix of Cisco 10/100 and gigabit switches, firewalls and routers.

The City of Kirkland's servers are split between a small internal server room in the City Hall building and five leased racks in the City of Bellevue data center. Both data centers are configured as limited access, raised floor, and controlled environments. The standard configuration is rack mounted Dell servers with redundant power supplies, Smart Array SCSI controllers, and built-in Ethernet 10/100 or 10/100/1000 network cards. We have a total of 75 servers. Twenty one servers are hosted by two VMWare servers. Twenty two servers (a mix of virtual and stand-alone) are connected to an EMC CX3-40 SAN. The typical configuration on the SAN consists of two mirrored RAID 1 sets for direct attached storage and redundant path fiber channel connectivity. The

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Network is a managed TCP/IP switched Ethernet architecture with fiber and T-1 connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing an EMC Avamar backup to disk system, and all have Symantec Antivirus and Microsoft SMS management agents/software installed.

The City's telephony system is a Cisco VoIP solution supporting over 400 phone sets. It includes voice mail with unified messaging, ACD queues, and E911.

The City expects to replace much of its storage, backup, and restore technology in 2013.

REQUESTED SERVICES

We are looking for a consultant/firm or partnered set of firms to provide the City with software and implementation services for email management including archiving, retention, and basic discovery tools. Although email is our most immediate concern, we are interested in hearing from firms that provide data protection, archiving, and discovery services for other file types in addition to email, and which integrate with backup and recovery software.

Note: The successful candidate will be required to sign the City's Non-Disclosure Agreement (see Attachment B).

DELIVERABLES

We are looking to purchase software that meets the following high-level requirements:

Platform:

1. We are willing to look at on-premise, hosted, or blended options. On-premise applications must use Microsoft databases and system software and be compatible with Windows 7, Exchange and Office 2010, Office 365, SharePoint 2010, Windows Server 2008 R2, SQL Reporting Services, Crystal Reports, and Lync.

Integration:

1. A direct interface will be required between this system and TRIM, a document management system owned by Hewlett Packard. We are currently running HP TRIM 7.1.
2. The system must integrate with Exchange 2010.

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Required capabilities: The system must...

1. Be intuitive to use and user-friendly. Please demonstrate with screen shots.
2. Have superb search tools that allow search for specific or fuzzy data in any primary field (from, to, subject, date, etc.) and in free-form fields such as the body of the message. Searches should be possible:
 - i. By sender and/or recipient.
 - ii. Across all sender or recipient alias and distribution lists.
 - iii. By date range.
 - iv. By message only.
 - v. By attachment only.
 - vi. To be exported back to a native mail format.
 - vii. To be exported to a single mailbox or to users' individual mailboxes.
 - viii. To provide wildcard and proximity searches.
 - ix. To provide stemming and literal searches.
 - x. Allow listing the most common terms used in found documents and allow subsequent searches based on those terms.
 - xi. Allow searches to be based on message header properties.
 - xii. Allow searches to be based on the email policy that has been applied to the message.
 - xiii. To allow queries using Boolean logic.
 - xiv. To order by sender, recipient, date, subject, relevance, and other fields.
3. Provide capabilities to view, redact, print, send from and otherwise manage data that is stored in the system from an easy to use and easily understandable user interface.
4. Be able to handle the application of the Washington State Retention Schedules to email. This must include the ability to purge data that is past its retention period.
5. Be able to manage one to many layers of legal holds that might supersede the state retention schedule. For example, the city sometimes has data which has more than one legal hold applied to it, and there needs to be a way to record each hold and the date it is both placed and released. The system should provide for this capability without needing to make additional copies for each legal hold.
6. Be able to mark data as read-only in order to preserve the content and metadata in the case of an evidence preservation or e-discovery request.
7. Allow for email to be exported based on search criteria and sent to the Washington State Archives.
8. Not interfere with or substantially change the normal operation of Exchange as Exchange email capabilities are integrated into workflows and systems throughout the city.

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9. Integrate with Active Directory for both single-sign-on and so that new active directory users are automatically added as users of the archive system.
10. Operate quickly even with a large amount of data in it.
11. Have redundancy built into the design.
12. Be scalable and allow for an anticipated 3X data growth over the next five years.
13. Allow bulk export of data (for example, to an e-discovery firm).
14. Maintain an audit trail of who accesses the email archive.
15. Be able to migrate and archive data stored in Outlook folders, PST's, or archive mail boxes while maintaining the existing folder structure and any defined retention.
16. Include robust reporting features.
17. Include a comprehensive, complete, and easy to navigate software manual and documentation in an electronic form that can be stored in SharePoint.
18. Support multiple levels of security and audit trails.
19. Manage archiving so that it is fully automatic and doesn't require any action by the sender or recipient and can't be affected by the sender or recipient.

Optional capabilities: The system should...

20. Provide access to the archive via a web-based client and via Outlook.
21. Be able to handle email de-duplication of both messages and attachments, both as search results and in data storage. Must also be able to return non de-duplicated search results.
22. Be able to manage archiving and discovery of documents that are not related to email or email attachments: on shared drives, stored in TRIM, stored in SharePoint, or stored in other locations. Please very specifically describe any capabilities that your solution has in this area including a list of file types and typical file locations that are supported.
23. Be part of a larger ecosystem via partnerships or direct provision of software that manages backup, n-tiered file storage, file restores, snapshots, and other ways to manage and analyze data.
24. Include a tool that will aid us in importing the contents of .pst files into user mailboxes and/or move them to the appropriate retention folder, preferably in bulk quantities.
25. Allow users to access their archive through Windows phone, Android and IOS mobile devices.
26. Allow archiving of social media posts from Twitter, FaceBook, and Linked-in.
27. Support storage of email in the archive on a variety of technologies (for example, recent email storage on high-availability and fast disk, and older email or permanently archived email of lower-cost media).
28. Offer an integrated solution that can archive other document types.
29. Be able to archive and play back audio messages that are stored on the exchange server both with Cisco and Lync phone systems.
30. Be highly scalable so that the size of the store can grow quickly if necessary.

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31. Provide the ability to search all email metadata fields.
32. Provide notification when new items meet existing search criteria.
33. Be able to export data by search. For example, the city may desire to export the results of a public records request and post that on a website so it is available to others.
34. Be from a single vendor – we would prefer not to have different solutions for archiving and discovery.

Track record:

1. The system must be successfully deployed in at least three municipalities. There is a strong preference for successful deployment in the state of Washington.
2. The system must have been deployed in production at more than one site for more than eighteen months.

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RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Brenda Cooper, CIO
Address: City of Kirkland
Information Technology
123 5th Avenue
Kirkland, Washington 98033
Telephone: 425 587 3051
E-mail: bcooper@kirklandwa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	April 30th 2012
Vendor Questions (if any) Due	May 11 th 2012
Answers to RFP Questions Released	May 18 th 2012
Proposal Responses Due	May 31 st 2012
Finalists selected	June 12 th , 2012
Vendor interviews (please reserve this date)	June 18 th , 2012
Vendor Selection	To be determined
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Network Evaluation Complete	To be determined
Final Acceptance	To be determined

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LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by May 11th. An email attachment sent to bcooper@kirklandwa.gov is fine. Letters sent via facsimile will be accepted at (425) 587-3055. The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the vendor's responsibility to monitor the website to get answers to any questions and for any addenda issued for this RFP.

A list of all vendors submitting a letter of intent will be available upon request.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. May 11th on 2012 (These may be submitted along with or separate from the letter of intent). Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to bcooper@kirklandwa.gov is fine. Letters sent via facsimile will be accepted at (425) 587-3055. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 12:00 p.m. on May 18th 2012.

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PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Kirkland is using a “forms-based” approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., “apples-to-apples”) way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	<i>Sealed Proposals must be received by the Purchasing Agent no later than May 31st, 2012, at 4 p.m. (Pacific Daylight Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland’s system by 4:00 p.m. Emailed proposals must be in either MS Word or PDF format. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor’s proposal, in its entirety, must be received as specified above. The City will not accept facsimile.
Address for Submission:	City of Kirkland Attn: Purchasing Agent RFP for Email Archiving, Job No. 22-12-IT 123 5th Ave Kirkland, WA 98033 purchasing@kirklandwa.gov

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EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Client (City) Staffing Requirements
- 8) Customer Reference
- 9) Task Area Descriptions
- 10) Project Schedule and Workplan

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 97 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
4. When your proposal is finished, refer to the proposal submission instructions in this document.

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Non-Disclosure Agreement

[TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Chapter II: Required Proposal Response Forms

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

Chapter II: Required Proposal Response Forms

[Use this space as needed for page 2 of your proposal summary.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: _____

Title Date

For: _____

Chapter II: Required Proposal Response Forms

FORM 4: GENERAL VENDOR INFORMATION

[Use this form to provide information about your firm.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
♦ Consulting	
♦ Telecommunications	
♦ Sales, marketing, and administrative support	
♦ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?

3. Which office would service this account?

Chapter II: Required Proposal Response Forms

[form 4 continued...]

4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number

5. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

Chapter II: Required Proposal Response Forms

[Please use this space to respond to Question 5 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 5: PROJECT STAFF LIST

[Please complete the following table to identify the proposed project staff (including subcontractors) who will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in IT

FORM 6: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	

FORM 7: CUSTOMER REFERENCE FORM

[Using the tables below, **please list five private sector clients and all public sector clients for whom you have provided <fill in the blank> services or other services relevant to this RFP over the past two years.** Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
Url where plan copy is available for view (if applicable)				
Customer Size	Service Description	Start Date	End Date	Contract amount

FORM 8: TASK AREA DESCRIPTIONS

[Describe your compliance levels and methodologies for all deliverables requested earlier by heading and number. Your response to this form should not exceed fifteen pages. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 9: PROJECT SCHEDULE AND WORKPLAN

[Provide a detailed project implementation plan that includes:

- ◆ A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- ◆ A table listing vendor staff assignments and proposed labor hours for all tasks
- ◆ A brief description of each task and its work products
- ◆ A description of each proposed deliverable

Insert pages as needed to allow space for your Gantt chart and workplan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Gantt Chart

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Staff Assignments/Hours

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Task Descriptions

[Use this section to include brief descriptions of all tasks, milestones and associated work products.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Deliverables

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FEE SCHEDULE

The Proposal must contain a fee schedule that includes:

One-time cost of software licenses:

Annual cost of software support:

Anticipated user training costs:

Cost of required integrations:

Vendor implementation support:

Taxes:

Anticipated total costs:

Vendor must identify any and all expected or anticipated costs so that a complete project budget can be assembled and understood. Vendor is also requested to identify factors or decisions that might decrease or increase the project cost as specifically as possible. If a separate module of the software addresses only capabilities listed as optional, vendor must identify those modules as optional.

Hardware minimum specifications are to be included. The city typically procures its own hardware separately from software acquisitions.

Appendices

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

PUBLIC RECORDS

"Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption."

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Appendices

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
 - a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

Appendices

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

ATTACHMENTS

ATTACHMENTS

STATE OF _____)

COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

<Project Name>

(Name of Firm)

By: _____

(Authorized Signature)

Title _____

Sworn to before me this _____ day of _____, _____.

Notary Public

CORPORATE SEAL:

ATTACHMENTS

Attachment B: Non-Disclosure Agreement



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 201____, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a __ corporation ("the vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("the Confidential Information") belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.

ATTACHMENTS

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By: _____

By: _____

Its: _____

Its: _____